

List of possible amendments to UW Lease Lid Legislation
(see attached pages for actual text of amendments)

Issue	Option 1	Option 2
Battelle Property	Already prohibits purchasing and leasing of Battelle Property by UW. ➤ <i>Possible Amendment 1.</i> Change “purchase” to “acquire.”	➤ <i>Possible Amendment 1.</i> Amend Option 2 to prohibit UW acquisition or leasing of Battelle property. (This amendment requires a new title, so will need a new C.B. or will need to use the title from Option 1.)
Pedestrian Overlay Zones	Already prohibits street-level floor leasing in P1 and P2 zones. ➤ <i>Possible Amendment 2.</i> Amend Option 1 to clarify that prohibition applies to zoning in effect at time use is proposed.	➤ <i>Possible Amendment 2.</i> Amend Option 2 to prohibit street-level leasing in P1 and P2 zones and to clarify that prohibition applies to zoning in effect at time use is proposed.
Non-residential Leasing in Residential Zones	➤ <i>Possible Amendment 3.</i> Amend Option 1 to prohibit non-residential leasing in Single Family zones, and low-density multi-family zones (SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2, and L3).	➤ <i>Possible Amendment 3.</i> Amend Option 2 to prohibit non-residential leasing in Single Family zones, and low-density multi-family zones (SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2, and L3).
New Leasing Prohibited After 7 Years	➤ <i>Possible Amendment 4.</i> Amend Option 1 to prohibit new leasing in impact zones after 7 years unless City takes affirmative action to allow leases (either unrestricted or with lease lid limit).	
Housing Quality	➤ <i>Possible Amendment 5.</i> Amend Option 1 to restrict advertising by landlords when a notice of violation has been recorded with King County.	➤ <i>Possible Amendment 4.</i> Amend Option 2 to restrict advertising by landlords when a notice of violation has been recorded with King County.
Monitoring and Reporting	➤ <i>Possible Amendment 6.</i> Amend Option 1 to require monitoring and reporting on the number and types of units lost through demolition, conversion, or change of use and whether such units are replaced with comparable units in the UDNUCV.	➤ <i>Possible Amendment 5.</i> Amend Option 2 to require monitoring and reporting on the number and types of units lost through demolition, conversion, or change of use and whether such units are replaced with comparable units in the UDNUCV.
Others?		

GB/BM 8/9/04

POSSIBLE AMENDMENTS TO OPTION 1

OPTION 1 - AMENDMENT 1: BATTELLE PROPERTY

Amend proposed last paragraph in Section II E 1 a to read:

The University agrees that it will not **purchase acquire** any or all of the “Battelle site,” as that property is described in Exhibit B to this Agreement.

OPTION 1 - AMENDMENT 2: TIMING OF PEDESTRIAN OVERLAY ZONE DETERMINATION

Amend proposed Section II E 1 b (1) f) to read:

Within the Primary and Secondary Impact Zones, ~~No~~ leasing shall be allowed at the street level in a commercial zone, ~~except~~ **However, leasing** for uses similar to retail sales and services, customer service offices, entertainment use, child care centers, medical clinics, extension service offices or other uses permitted under the Master Plan or in a Council-approved neighborhood plan **is allowed, but and only if to the extent** such uses, ~~are also permitted by the underlying City development regulations, and only if the uses are not located within a Pedestrian 1 or Pedestrian 2 zone as those zones exist at the time the use is proposed;~~

OPTION 1 - AMENDMENT 3: NON-RESIDENTIAL LEASING PROHIBITED IN SPECIFIED RESIDENTIAL ZONES

Amend proposed Section II E 1 b (1) to add a new paragraph j to read:

The University may not lease property for non-residential uses within the following zones: SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2, or L3 as those zones exist at the time the use is proposed.

OPTION 1 - AMENDMENT 4: NEW LEASING PROHIBITED AFTER 7 YEARS

Amend Section II E 1 b (1) e) to read:

~~UW off campus leases shall continue to be permitted without limit, unless limits are established through amendment to this City University Agreement.~~ **After January 1, 2011 the University may not enter into any new leases for space located with the Primary and Secondary Impact Zones.**

This restriction and other lease provisions of this Agreement may be changed by amendment to this Agreement.

OPTION 1 - AMENDMENT 5: HOUSING QUALITY COMPLAINT PROGRAM

Amend proposed Section II H 5 to read:

The University will develop a housing quality complaint program for students using UW services to find off-campus, private housing, within University District residential areas, including University Park, beginning with information to students about ~~DCLU~~ **DPD** code compliance, tenants' rights, landlord/tenant issues and mediation services among others. **In response to student complaints, the program shall prohibit persons from advertising any rental or leased housing through University publications, programs or services for a period of not less than one year, if within the five years preceding the date the advertising is to occur, the person has been issued a notice of violation of Seattle Municipal Code 22.206 (Habitable Buildings), or 22.208 (Buildings Unfit for Human Habitation) by DPD and DPD has recorded the violation with King County, regardless of whether the housing sought to be advertised is the same property as the property upon which the violation occurred.** This program will be implemented in the 2004-05 academic year. The University will also complete the "Guide to Student Community Relations - Neighbor to Neighbor Expectations" as outlined in the Regents' response to the City Council's preliminary Campus Master Plan decision. This guide will be complete by the fall of 2003 and mailed to students living in off-campus, private housing, within University District residential areas, including University Park.

OPTION 1 - AMENDMENT 6: MONITORING AND REPORTING

Amend Section II D 1 i to read:

The City will report on the progress of housing development in the UDNUCV, including the number and types of units built; **the number, types and affordability of units lost through demolition, conversion, or change of use and whether such units are replaced with comparable units in the UDNUCV;** the jobs/housing ratio in the area; progress in meeting City housing and job targets in the UDNUCV and send that information to the University for inclusion in the report; and

POSSIBLE AMENDMENTS TO OPTION 2

OPTION 2 - AMENDMENT 1: BATTELLE PROPERTY

Amend proposed Section II E 1 a to add new paragraph to read:

The University agrees that it will not acquire any or all of the property known as the “Battelle site,” as that property is described in Exhibit B to this Agreement.

And amend proposed Section II E 1 b (1) to add new paragraph h to read:

The University agrees that it will not least any or all of the property known as the “Battelle site,” as that property is described in exhibit B to this Agreement.

(Note: This amendment requires a new Council Bill title – which can be accomplished by a) introducing a new C.B. title; or b) moving to substitute the amended Option 2 to be used with the title of Option 1.)

OPTION 2 - AMENDMENT 2: TIMING OF PEDESTRIAN OVERLAY ZONE DETERMINATION

Amend proposed Section II E 1 b (1) e) to read:

Within the Primary and Secondary Impact Zones, no leasing shall be allowed at the street level in a commercial zone. ~~-, except~~ However, leasing for uses similar to retail sales and services, customer service offices, entertainment use, child care centers, medical clinics, extension service offices or other uses permitted under the Master Plan or in a Council-approved neighborhood plan is allowed, but and only if to the extent such uses; are also-permitted by the underlying City development regulations, and only if the uses are not located within a Pedestrian 1 or Pedestrian 2 zone as those zones exist at the time the use is proposed;

OPTION 2 - AMENDMENT 3: NON-RESIDENTIAL LEASING PROHIBITED IN SPECIFIED RESIDENTIAL ZONES

Amend proposed Section II E 1 to add a new paragraph i to read:

The University may not lease property for non-residential uses within the following zones: SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2, or L3 as those zones exist at the time the use is proposed.

OPTION 2 - AMENDMENT 4: HOUSING QUALITY COMPLAINT PROGRAM

Amend proposed Section II H 5 to read:

The University will develop a housing quality complaint program for students using UW services to find off-campus, private housing, within University District residential areas, including University Park, beginning with information to students about ~~DCLU~~ **DPD** code compliance, tenants' rights, landlord/tenant issues and mediation services among others. **In response to student complaints, the program shall prohibit persons from advertising any rental or leased housing through University publications, programs or services for a period of not less than one year, if within the five years preceding the date the advertising is to occur, the person has been issued a notice of violation of Seattle Municipal Code 22.206 (Habitable Buildings), or 22.208 (Buildings Unfit for Human Habitation) by DPD and DPD has recorded the violation with King County, regardless of whether the housing sought to be advertised is the same property as the property upon which the violation occurred.** This program will be implemented in the 2004-05 academic year. The University will also complete the "Guide to Student Community Relations - Neighbor to Neighbor Expectations" as outlined in the Regents' response to the City Council's preliminary Campus Master Plan decision. This guide will be complete by the fall of 2003 and mailed to students living in off-campus, private housing, within University District residential areas, including University Park.

OPTION 2 - AMENDMENT 5: MONITORING AND REPORTING

Amend Section II D 1 i to read:

The City will report on the progress of housing development in the UDNUCV, including the number and types of units built; **the number, types and affordability of units lost through demolition, conversion, or change of use and whether such units are replaced with comparable units in the UDNUCV;** the jobs/housing ratio in the area; **progress in meeting** City housing and job targets in the UDNUCV and send that information to the University for inclusion in the report; and